

Jacob K. Danziger (SBN 278219)
ARENTOFOX SCHIFF LLP
44 Montgomery Street, 38th Floor
San Francisco, CA 94104 United States
Telephone: (734) 222-1516
Facsimile: (415) 757-5501
jacob.danziger@afslaw.com

Beth A. Wilkinson (*pro hac vice*)
Rakesh N. Kilaru (*pro hac vice*)
Kieran Gostin (*pro hac vice*)
Cali Cope-Kasten (*pro hac vice*)
WILKINSON STEKLOFF LLP
2001 M Street NW, 10th Floor
Washington, DC 20036
Telephone: (202) 847-4000
Facsimile: (202) 847-4005
bwilkinson@wilkinsonstekloff.com
rkilaru@wilkinsonstekloff.com
kgostin@wilkinsonstekloff.com
ccope-kasten@wilkinsonstekloff.com

Atorneys for Defendant
NATIONAL COLLEGIATE ATHLETIC ASSOCIATION

[Additional Counsel Listed on Signature Page]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

IN RE COLLEGE ATHLETE NIL
LITIGATION

Case No. 4:20-cv-03919-CW

**STIPULATION AND [PROPOSED]
ORDER SUPPLEMENTING RECORD**

Judge: Hon. Claudia Wilken

1 Pursuant to this Court's April 7, 2023 Order Granting Stipulation and Setting Case
2 Schedule (ECF No. 243), all Defendants submitted their Class Certification Opposition,
3 Supporting Expert Reports, and *Daubert* Motion (the "Class Opposition Submittals") on April 28,
4 2023. On May 1, 2023, Defendants first obtained a sworn Declaration from a non-party witness,
5 Jimmy Sexton. Defendants furnished the Sexton Declaration to Plaintiffs, and Plaintiffs (with
6 reservation of rights, as noted below) have consented to Defendants' submission of the Sexton
7 Declaration to supplement the record supporting the Class Opposition Submittals. Defendants
8 represent to the Court that, despite diligent efforts, and as a result of circumstances outside their
9 control, they were unable to obtain Mr. Sexton's sworn Declaration prior to May 1, 2023.

10 Accordingly, all parties submit the following Stipulation:

11 WHEREAS, the Sexton Declaration is attached hereto as Exhibit A;

12 WHEREAS, Defendants assert that the Sexton Declaration supports the arguments set forth
13 at pages 8:13–9:3; 12:18–20; 24:5; 24:24–25:6, and 30:25–31:15 of Defendants' Joint Opposition
14 to Plaintiffs' Motion for Class Certification [ECF No. 252]; and

15 WHEREAS, while consenting to the submission of the Sexton Declaration as a supplement
16 to the record, Plaintiffs reserve all rights and arguments in opposition to the Class Opposition
17 Submittals and the Sexton Declaration;

18 THEREFORE, THE PARTIES, THROUGH THEIR RESPECTIVE COUNSEL OF
19 RECORD, HEREBY STIPULATE, SUBJECT TO COURT APPROVAL, THAT:

20 The Court issue an order receiving the Sexton Declaration tendered by Defendants in
21 support of their Class Opposition Submittals as an addition to the record in this action.

22

23

24

25

26

27

28

1 Dated: May 4, 2023

2 **WILKINSON STEKLOFF LLP**

3 By: /s/ Rakesh N. Kilaru

4 Beth A. Wilkinson (*pro hac vice*)
5 Rakesh N. Kilaru (*pro hac vice*)
6 Kieran Gostin (*pro hac vice*)
7 Calanthe Cope-Kasten (*pro hac vice*)
8 2001 M Street NW, 10th Floor
Washington, DC 20036
Telephone: (202) 847-4000
Facsimile: (202) 847-4005
bwilkinson@wilkinsonstekloff.com
rkilaru@wilkinsonstekloff.com
kgostin@wilkinsonstekloff.com
ccope-kasten@wilkinsonstekloff.com

12 Jacob K. Danziger (SBN 278219)
13 ARENTFOX SCHIFF LLP
14 44 Montgomery Street, 38th Floor
15 San Francisco, CA 94104
Telephone: (734) 222-1516
Facsimile: (415) 757-5501
jacob.danziger@afslaw.com

16 Attorneys for Defendant
17 NATIONAL COLLEGIATE
18 ATHLETIC ASSOCIATION

Respectfully Submitted,

COOLEY LLP

By: /s/ Whitty Somvichian

Whitty Somvichian (SBN 194463)
Kathleen R. Hartnett (SBN 314267)
Ashley Kemper Corkery (SBN 301380)
David Louk (SBN 304654)
3 Embarcadero Center, 20th Floor
San Francisco, California 94111-4004
Telephone: (415) 693 2000
Facsimile: (415) 693 2222
wsomvichian@cooley.com
khartnett@cooley.com
acorkery@cooley.com
dlouk@cooley.com

Mark Lambert (SBN 197410)
3175 Hanover Street
Palo Alto, CA 94304-1130
Telephone: (650) 843-5000
Facsimile: (650) 849-7400
mlambert@cooley.com

Dee Bansal (*pro hac vice*)
1299 Pennsylvania Ave. NW, Suite 700
Washington, DC 20004-2400
Telephone: (202) 842 7800
Facsimile: (202) 842 7899
dbansal@cooley.com

Attorneys for Defendant
PAC-12 CONFERENCE

20
21
22
23
24
25
26
27
28

1 **MAYER BROWN LLP**

2 By: /s/ Britt M. Miller
3 Britt M. Miller (*pro hac vice*)
4 Daniel T. Fenske (*pro hac vice*)
5 71 South Wacker Drive
6 Chicago, IL 60606
7 Telephone: (312) 782-0600
8 Facsimile: (312) 701-7711
9 bmiller@mayerbrown.com
10 dfenske@mayerbrown.com

11 Christopher J. Kelly (SBN 276312)
12 Two Palo Alto Square, Suite 300
13 3000 El Camino Real
14 Palo Alto, CA 94306
15 Telephone: (650) 331-2000
16 Facsimile: (650) 331-2060
17 cjkelly@mayerbrown.com

18 Attorneys for Defendant
19 THE BIG TEN CONFERENCE, INC.

20 **POLSINELLI PC**

21 By: /s/ Leane K. Capps
22 Leane K. Capps (*pro hac vice*)
23 2950 N. Harwood Street
24 Suite 2100
25 Dallas, TX 75201
26 Telephone: (214) 397-0030
27 lcapps@polsinelli.com

28 Phillip Zeeck (*pro hac vice*)
1 Phillip Zeeck (*pro hac vice*)
2 Amy D. Fitts (*pro hac vice*)
3 120 W. 12th Street
4 Kansas City, MO 64105
5 Telephone: (816) 218-1255
6 pzeeck@polsinelli.com
7 afitts@polsinelli.com

8 Wesley D. Hurst (SBN 127564)
9 2049 Century Park East, Suite 2300
10 Los Angeles, CA 90067
11 Telephone: (310) 556-1801
12 whurst@polsinelli.com

13 Attorneys for Defendant
14 THE BIG 12 CONFERENCE, INC.

1 **ROBINSON, BRADSHAW &**
2 **HINSON, P.A.**

3 By: /s/ Robert W. Fuller
4 Robert W. Fuller, III (*pro hac vice*)
5 Lawrence C. Moore, III (*pro hac vice*)
6 Amanda P. Nitto (*pro hac vice*)
7 Travis S. Hinman (*pro hac vice*)
8 101 N. Tryon St., Suite 1900
9 Charlotte, NC 28246
10 Telephone: (704) 377-2536
11 Facsimile: (704) 378-4000
12 rfuller@robinsonbradshaw.com
13 lmoore@robinsonbradshaw.com
14 anitto@robinsonbradshaw.com
15 thinman@robinsonbradshaw.com
16 Mark J. Seifert (SBN 217054)
17 SEIFERT ZUROMSKI LLP
18 100 Pine Street, Suite 1250
19 San Francisco, California 94111
20 Telephone: (415) 999-0901
21 Facsimile: (415) 901-1123
22 mseifert@szllp.com
23 Attorneys for Defendant
24 SOUTHEASTERN CONFERENCE

25 **LATHAM & WATKINS LLP**

26 By: /s/ Christopher S. Yates
27 Christopher S. Yates (SBN 161273)
28 Aaron T. Chiu (SBN 287788)
1 505 Montgomery Street, Suite 2000
2 San Francisco, CA 94111
3 Telephone: (415) 391-0600
4 Facsimile: (415) 395-8095
5 chris.yates@lw.com
6 aaron.chiu@lw.com

7 Anna M. Rathbun (SBN 273787)
8 555 Eleventh Street, NW, Suite 1000
9 Washington, DC 20004
10 Telephone: (202) 637-1061
11 Facsimile: (202) 637-2201
12 anna.rathbun@lw.com

13 **FOX ROTHSCHILD LLP**

14 By: /s/ D. Erik Albright
15 D. Erik Albright (*pro hac vice*)
16 Jonathan P. Heyl (*pro hac vice*)
17 Gregory G. Holland (*pro hac vice*)
18 230 North Elm Street, Suite 1200
19 Greensboro, NC 27401
20 Telephone: (336) 378-5368
21 Facsimile: (336) 378-5400
22 ealbright@foxrothschild.com
23 jhey1@foxrothschild.com
24 gholland@foxrothschild.com

25 Attorneys for Defendant
26 THE ATLANTIC COAST CONFERENCE

1 **HAGENS BERMAN SOBOL**
2 **SHAPIRO LLP**

3 By: /s/ Steve W. Berman
4 Steve W. Berman (*pro hac vice*)
5 Emilee N. Cisco (*pro hac vice*)
6 1301 Second Avenue, Suite 2000
7 Seattle, WA 98101
8 Telephone: (206) 623-7292
9 Facsimile: (206) 623-0594
10 steve@hbsslaw.com
11 emilees@hbsslaw.com
12
13 Benjamin J. Siegel (SBN 256260)
14 715 Hearst Avenue, Suite 202
15 Berkeley, CA 94710
16 Telephone: (510) 725-3000
17 Facsimile: (510) 725-3001
18 bens@hbsslaw.com
19
20

21 **SPECTOR, ROSEMAN,**
22 **KODROFF & WILLS, PC**

23 By: /s/ Jeffrey L. Kodroff
24 Jeffrey L. Kodroff (*pro hac vice*)
25 Eugene A. Spector (*pro hac vice*)
26 2001 Market Street, Suite 3420
27 Philadelphia, PA 19103
28 Telephone: (215) 496-0300
29 Facsimile: (215) 496-6611
30 jkodroff@srkattorneys.com
31 espector@srkattorneys.com
32
33

34 *Counsel for Plaintiffs and the Proposed Class*

ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(i)(3)

Pursuant to Civil Local Rule 5-1(h)(3), the filer of this document attests that concurrence in the filing of this document has been obtained from the signatories above.

/s/ Rakesh Kilaru

Rakesh Kilaru

[PROPOSED] ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

THE HONORABLE CLAUDIA WILKEN
United States District Court Judge

Exhibit A

1 Mark J. Seifert (SBN 217054)
2 SEIFERT LAW FIRM
3 50 California Street, Suite 1500
4 San Francisco, California 94111
5 Tel. (415) 999-0901
6 Fax (415) 901-1123
7 mseifert@seifertfirm.com

8 Robert W. Fuller (*pro hac vice*)
9 Lawrence C. Moore, III (*pro hac vice*)
10 Pearlynn G. Houck (*pro hac vice*)
11 Amanda P. Nitto (*pro hac vice*)
12 ROBINSON, BRADSHAW & HINSON, P.A.
13 101 N. Tryon St., Suite 1900
14 Charlotte, NC 28246
15 Tel. (704) 377-2536
16 Fax (704) 378-4000
17 rfuller@robinsonbradshaw.com
18 lmoore@robinsonbradshaw.com
19 phouck@robinsonbradshaw.com
20 anitto@robinsonbradshaw.com

21 Attorneys for Defendant
22 SOUTHEASTERN CONFERENCE

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
289
290
291
292
293
294
295
296
297
298
299
299
300
301
302
303
304
305
306
307
308
309
309
310
311
312
313
314
315
316
317
318
319
319
320
321
322
323
324
325
326
327
328
329
329
330
331
332
333
334
335
336
337
338
339
339
340
341
342
343
344
345
346
347
348
349
349
350
351
352
353
354
355
356
357
358
359
359
360
361
362
363
364
365
366
367
368
369
369
370
371
372
373
374
375
376
377
378
379
379
380
381
382
383
384
385
386
387
388
389
389
390
391
392
393
394
395
396
397
398
399
399
400
401
402
403
404
405
406
407
408
409
409
410
411
412
413
414
415
416
417
418
419
419
420
421
422
423
424
425
426
427
428
429
429
430
431
432
433
434
435
436
437
438
439
439
440
441
442
443
444
445
446
447
448
449
449
450
451
452
453
454
455
456
457
458
459
459
460
461
462
463
464
465
466
467
468
469
469
470
471
472
473
474
475
476
477
478
479
479
480
481
482
483
484
485
486
487
488
489
489
490
491
492
493
494
495
496
497
498
499
499
500
501
502
503
504
505
506
507
508
509
509
510
511
512
513
514
515
516
517
518
519
519
520
521
522
523
524
525
526
527
528
529
529
530
531
532
533
534
535
536
537
538
539
539
540
541
542
543
544
545
546
547
548
549
549
550
551
552
553
554
555
556
557
558
559
559
560
561
562
563
564
565
566
567
568
569
569
570
571
572
573
574
575
576
577
578
579
579
580
581
582
583
584
585
586
587
588
589
589
590
591
592
593
594
595
596
597
597
598
599
599
600
601
602
603
604
605
606
607
608
609
609
610
611
612
613
614
615
616
617
618
619
619
620
621
622
623
624
625
626
627
628
629
629
630
631
632
633
634
635
636
637
638
639
639
640
641
642
643
644
645
646
647
648
649
649
650
651
652
653
654
655
656
657
658
659
659
660
661
662
663
664
665
666
667
668
669
669
670
671
672
673
674
675
676
677
678
679
679
680
681
682
683
684
685
686
687
688
689
689
690
691
692
693
694
695
696
697
697
698
699
699
700
701
702
703
704
705
706
707
708
709
709
710
711
712
713
714
715
716
717
718
719
719
720
721
722
723
724
725
726
727
728
729
729
730
731
732
733
734
735
736
737
738
739
739
740
741
742
743
744
745
746
747
748
749
749
750
751
752
753
754
755
756
757
758
759
759
760
761
762
763
764
765
766
767
768
769
769
770
771
772
773
774
775
776
777
778
779
779
780
781
782
783
784
785
786
787
788
789
789
790
791
792
793
794
795
796
797
797
798
799
799
800
801
802
803
804
805
806
807
808
809
809
810
811
812
813
814
815
816
817
818
819
819
820
821
822
823
824
825
826
827
828
829
829
830
831
832
833
834
835
836
837
838
839
839
840
841
842
843
844
845
846
847
848
849
849
850
851
852
853
854
855
856
857
858
859
859
860
861
862
863
864
865
866
867
868
869
869
870
871
872
873
874
875
876
877
878
879
879
880
881
882
883
884
885
886
887
888
889
889
890
891
892
893
894
895
896
897
897
898
899
899
900
901
902
903
904
905
906
907
908
909
909
910
911
912
913
914
915
916
917
918
919
919
920
921
922
923
924
925
926
927
928
929
929
930
931
932
933
934
935
936
937
938
939
939
940
941
942
943
944
945
946
947
948
949
949
950
951
952
953
954
955
956
957
958
959
959
960
961
962
963
964
965
966
967
968
969
969
970
971
972
973
974
975
976
977
978
979
979
980
981
982
983
984
985
986
987
988
989
989
990
991
992
993
994
995
996
997
997
998
999
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1089
1090
1091
1092
1093
1094
1095
1096
1097
1097
1098
1099
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1189
1190
1191
1192
1193
1194
1195
1196
1197
1197
1198
1199
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1289
1290
1291
1292
1293
1294
1295
1296
1297
1297
1298
1299
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1389
1390
1391
1392
1393
1394
1395
1396
1397
1397
1398
1399
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1489
1490
1491
1492
1493
1494
1495
1496
1497
1497
1498
1499
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1589
1590
1591
1592
1593
1594
1595
1596
1597
1597
1598
1599
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1689
1690
1691
1692
1693
1694
1695
1696
1697
1697
1698
1699
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1789
1790
1791
1792
1793
1794
1795
1796
1797
1797
1798
1799
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
185

1 1. I am a sports agent, representing players and coaches in contract negotiations. I am
 2 the Co-Head of the Football division and Head of the Coaching division at CAA Sports, a
 3 division of the Creative Artists Agency. I make this declaration of my own personal knowledge
 4 and, if called on to do so, could testify competently to the facts stated herein under oath.

5 2. Creative Artists Agency describes its business on LinkedIn as follows:

6 Creative Artists Agency (CAA) is the leading entertainment and sports agency,
 7 with global expertise in film and live entertainment, digital media, publishing, sponsorship
 8 sales and endorsements, media finance, consumer investing, fashion, trademark licensing,
 9 and philanthropy. Distinguished by its culture of collaboration and exceptional client
 10 service, CAA's diverse workforce identifies, innovates, and amplifies opportunities for the
 11 people and organizations that shape culture and inspire the world. The trailblazer of the
 12 agency business, CAA was the first to build a sports business, create an investment bank,
 13 launch a venture fund, found technology start-up companies, establish a philanthropic
 14 arm, build a business in China, and form a brand marketing services division, among other
 innovations. Named Most Valuable Sports Agency by Forbes for eight consecutive years,
 CAA represents more than 2,000 of the world's top athletes in football, baseball,
 basketball, hockey, soccer, in addition to coaches, on-air broadcasters, and sports
 personalities and works in the areas of broadcast rights, corporate marketing initiatives,
 social impact, and sports properties for sales and sponsorship opportunities. Founded in
 1975, CAA is headquartered in Los Angeles, and has offices in New York, Nashville,
 Memphis, Chicago, Miami, London, Munich, Geneva, Stockholm, Shanghai, and Beijing,
 among other locations globally. For more information, please visit www.caa.com.

15 CAA Sports manages contracts with a combined value of over \$8.46 billion. Forbes has
 16 repeatedly ranked CAA Sports as the #1 sports agency.

17 3. I graduated from the University of Tennessee in 1986 and was licensed as an NFL
 18 Players Association ("NFLPA") certified contract advisor ("agent") in 1987. I was one of the
 19 youngest agents ever to be licensed by the NFLPA. My first client as an agent was Reggie White,
 20 who at one point in time became the NFL's highest paid defensive player and was ultimately
 21 elected to the Hall of Fame.

22 4. In my career as an agent, I have represented a significant number of NFL and
 23 NBA star players, including Scottie Pippen (played college basketball at Central Arkansas; 17

1 year NBA career; starting small forward on the Chicago Bulls team who won the NBA
 2 championship six times; Olympic gold medal winner), Isaac Bruce (played college football at
 3 Memphis State University; 16 year career as NFL wide receiver; Super Bowl Champion; Pro
 4 Football Hall of Fame), Sam Darnold (played college football at the University of Southern
 5 California; currently quarterback of the San Francisco 49ers), Julio Jones (played college football
 6 at the University of Alabama; started his NFL career in 2011 with the Atlanta Falcons; as a wide
 7 receiver with the Tampa Bay Buccaneers won a Super Bowl), Derrick Henry (played college
 8 football at the University of Alabama; running back since 2016 with the Tennessee Titans; 2020
 9 NFL Offensive Player of the Year), and Josh Allen (played collegiately at the University of
 10 Wyoming; starting quarterback for the Buffalo Bills; first player in the history of the National
 11 Football League to have three seasons with at least 25 passing touchdowns and 5 rushing
 12 touchdowns). I also represent a large number of NFL and college coaches. In addition, CAA
 13 Sports' marketing agents who report to me represent college players in the name, image, and
 14 likeness ("NIL") marketplace.

15 5. For each of my clients who is (or becomes) an NFL player, I negotiate the
 16 compensation terms in their employment contracts. As a result, I am intimately familiar with the
 17 standard NFL Player Contract and have deep knowledge and experience about the factors that are
 18 important in determining the compensation that will be paid to an NFL player by the NFL team
 19 (referred to in the contract as a "Club") employing the player.

20 6. Negotiation of the Player Contract for any individual player focuses on: (a)
 21 amount of compensation (salary), (b) the term and termination/opt-out provisions of the contract,
 22 and (c) the amount of any bonus(es) or incentive payments to be made by the Club to the player.

23
 24

1 7. Included amongst the factors and considerations that Clubs take into account, and
 2 that are important in the negotiation of the Player Contract, are: (a) past performance and playing
 3 ability and projected future performance and playing ability of the player on the field of play; (b)
 4 expected career longevity of the player; (c) physical fitness of the player and history of injuries;
 5 (d) whether the player will “fit” in the locker room and relate well and in a positive manner to
 6 other players on the team, and to coaches; (e) compensation/salary of other players who play the
 7 same position on the field, and who are of comparative talent and ability; (f) the needs of the Club
 8 (a Club that needs a quarterback may offer much more favorable terms than a Club with an
 9 established and talented quarterback, for example); (g) the player’s attitude, personal
 10 characteristics, and any off-field positive (e.g., public service) or negative (e.g., criminal history)
 11 conduct that may reflect on the Club; and (h) the factors addressed in the next paragraph.

12 8. Parameters and restrictions established by the terms of the NFLPA Collective
 13 Bargaining Agreement come into play when negotiating the terms of the Player Contract. For
 14 example, the Collective Bargaining Agreement establishes a minimum salary, specifies the
 15 permissible size of the roster for each Club, and sets a limit on the total amount of compensation
 16 that can be provided to all players at a single Club (but for most players does not set an upper
 17 limit on an individual player’s compensation). There are specified NFL Club compensation
 18 ranges for NFL players who fall into various categories (new players, certain free agents, etc.)
 19 Even with these restrictions and provisions, the compensation paid to players by Clubs varies
 20 widely. In the fall of 2022, the NFL minimum salary, pursuant to the Collective Bargaining
 21 Agreement, for any player on a Club’s active or inactive list was \$705,000, and the highest NFL
 22 player salary exceeded \$50 million. (Some NFL players are paid the minimum salary.)

1 9. The Player Contract includes provisions that authorize the Club and the NFL to
 2 use the player's name, image and likeness for certain specified and limited promotional purposes
 3 and confirming the player and the NFLPA will not contest the exclusive rights of the NFL and its
 4 Clubs to broadcast NFL games. In my years of experience as a sports agent, however, I have
 5 never known these provisions to have any material impact on or to have been a factor or
 6 negotiating point with respect to the compensation, bonuses, or term of the player's contract.
 7 Clubs and a player's agent focus on the factors and considerations summarized in paragraphs 7
 8 and 8 when negotiating compensation, bonuses, and the term of the player's contract.

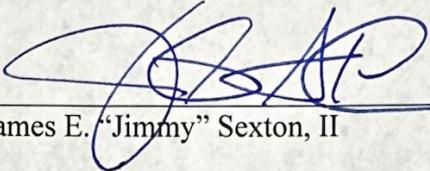
9 10. I understand that plaintiffs in this action have suggested that if a portion of
 10 broadcast revenues were shared with student-athletes, each conference would share the same
 11 percentage of its broadcast revenues, so that student-athletes in a conference with higher
 12 broadcast revenues would receive larger payments (in absolute dollar terms) than student-athletes
 13 in conferences with lower broadcast revenues. I also understand that the plaintiffs in this action
 14 have suggested that each scholarship student-athlete on a team would be paid the same amount
 15 (i.e., all football players on a team with an athletics scholarship would be paid the same amount,
 16 whether the player is a strong contributor or a star, or a bench-warmer). From the perspective of
 17 an agent who represents professional athletes, in my opinion, if broadcast revenues were shared
 18 with student-athletes, the market would not develop as plaintiffs suggest for the reasons outlined
 19 below.

20 11. If broadcast revenue sharing is permitted in college athletics, agents representing
 21 star football and basketball players would not advise their player clients to accept the same
 22 payment as a player of less talent, ability, and value on the field of play – and star football and
 23 basketball players would almost certainly refuse to enter into such a payment structure. I would

1 anticipate a significant amount of litigation ensuing from star players who would not want to
2 participate in such a revenue sharing process.

3 I declare under penalty of perjury of the laws of the United States of America that the
4 foregoing is true and correct.

5 Executed on April 30th, 2023.

6
7 
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

James E. "Jimmy" Sexton, II